



AirConsole

Developer Distribution Agreement

Definitions

AirConsole: A online entertainment system that N-Dream has created.

AirConsole Hero Pass: A pass paid by the user to access a premium AirConsole experience for a limited time.

AirConsole Hero Subscription: A recurring subscription paid by the user to access a premium AirConsole experience.

Authorized Carrier: A mobile or television network operator who is authorized to receive a distribution fee for Products that are sold to users of Devices on its network.

Brand Features: the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as owned (or licensed) by such party from time to time.

Confidential Information: shall include, without limitation, all identifiable know-how, experience, data and all other technical or commercial information relating to the subject matter hereof whether in human or machine-readable form and whether stored electronically or otherwise and which might reasonably be of commercial interest to either party in the Developer Distribution Agreement including the Software, together with the fact and substance of the negotiations relating to the Project and any other N-Dream information, whether disclosed orally or in written or magnetic media, that is identified as “confidential,” “proprietary” or with a similar legend at the time of such disclosure.

Developer or You: Any person or company who has accepted the terms of this Agreement by registering, logging in and using the Platform to distribute Products.

Developer Account: A publishing account issued to Developers that enables the distribution of Products via the Store.

Developer Console: The console and other online tools or services provided by N-Dream to developers to manage the distribution of Products and related functions.

Device: Any device that can access AirConsole, as defined herein.

N-Dream: N-Dream AG, a Swiss corporation with principal place of business at Löwenstrasse 65, 8001 Zurich, Switzerland.

Payment Account: A financial account issued by a Payment Processor to a Developer that authorizes the Payment Processor to collect and remit payments on the Developer's behalf for Products sold via the Store. Developers must be approved by a Payment Processor for a Payment Account and maintain their account in good standing to charge for Products distributed in the Store.

Payment Processor(s): A party authorized by N-Dream to provide services that enable Developers with Payment Accounts to charge users for Products distributed via the Store.

Products: Software, content and digital materials distributed via the Store.

Store: The marketplace inside AirConsole that N-Dream has created and operates which allows registered Developers in certain countries to distribute Products to users of Devices.

1. Introduction

1.1 The Store is a publicly available site where Developers can distribute Products for Devices. In order to distribute Products on the Store, you must acquire and maintain a valid Developer Account. AirConsole and the Store can be used on Computers, Video Game Consoles, SmartTVs and other digital devices that are connected or include a screen with a size of at least 7 inches. Apps on AirConsole are controlled by smartphones. The AirConsole platform and its Store may be distributed through or included in multiple apps and websites including but not limited to (i) apps and websites made specifically for a single game or (ii) apps and websites owned by third parties.

1.2 If you want to charge a fee for your Products, you must also acquire and maintain a valid Payment Account from an authorized Payment Processor.

2. Accepting this Agreement

2.1 This agreement ("Agreement") forms a legally binding contract between you and N-Dream in relation to your use of the Store to distribute Products. You acknowledge that N-Dream will, solely on your behalf, and not on N-Dream's behalf, display and make Products available to users. In order to use the Store to distribute Products, you must accept this Agreement and provide complete and accurate information in the Developer Console. You may not distribute Products on the Store if you do not accept this Agreement.

2.2 You may not use the Store to distribute Products and may not accept the Agreement unless you are verified as a Developer in good standing. This Agreement will automatically terminate if you are not a Developer in good standing.

2.3 If you are agreeing to be bound by this Agreement on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this Agreement. If you do not have the requisite authority, you may not accept the Agreement or use the Store on behalf of your employer or other entity.

3. Pricing and Payments.

- For sales of Products

3.1 This Agreement covers both Products you choose to distribute for free and Products for which you charge a fee. In order to charge a fee for your Products, you must have a valid Payment Account under a separate agreement with a Payment Processor. If you have an existing Payment Account with a Payment Processor before signing up for the Store, then the terms of that agreement will apply except in the event of a conflict with this Agreement (in which case the terms of this Agreement shall apply).

3.2 Products are displayed to users on your behalf, at prices you establish in your sole discretion. N-Dream may include applicable taxes in the price charged to users on the Store. You may set the price for your Products in the currencies permitted by the Payment Processor. N-Dream may display the price of Products to users in their native currency, but it is not responsible for the accuracy of currency rates or currency conversion.

3.3 You are the merchant of record for Products or in-app transactions of the Products you sell through the Store. For a given transaction, you are contracting N-Dream based on where you have selected to distribute your Product. The price you set for Products will determine the amount of payment you will receive. A Transaction Fee, as defined below, will be charged on the sales price and apportioned to the Payment Processor and, if one exists, the Authorized Carrier. Where either N-Dream or the Payment Processor or the Authorized Carrier are required by applicable (local) legislation to withhold any taxes ("Withholding Taxes") on payments made or received by anyone of them, N-Dream will also deduct an amount equal to such Withholding Taxes from the sales price. For the avoidance of doubt, Withholding Taxes include, but are not limited to, withholding tax obligations on cross-border payments or imposed by telecommunications taxes. The

remainder (sales price less Transaction Fee, and less the amount equal to any Withholding Taxes) will be remitted to you. The "Transaction Fee" is set forth by N-Dream and may be revised by N-Dream from time to time. You are responsible for providing any applicable tax residency certificates to N-Dream. If N-Dream or its service provider does not receive such documentation, N-Dream will withhold at the domestic withholding tax rate.

3.4 Developer is responsible for determining if a Product is taxable and the applicable tax rate for the Payment Processor to collect for each taxing jurisdiction where Products are sold. Developer is responsible for remitting taxes to the appropriate taxing authority. Where N-Dream, the Payment Processor or the Authorized Carrier is required by applicable (local) legislation to determine, apply and pay the applicable tax rate, N-Dream, the Payment Processor or the Authorized Carrier (and not Developer) will be responsible for applying and collecting and remitting the taxes to the appropriate taxing authority. If N-Dream collects and remits value added taxes on customer payments (where required of N-Dream by applicable local law) and this remittance fulfills the applicable requirements for value added taxes on those customer payments, such taxes will not be passed on to Developer by N-Dream. Where N-Dream is required to collect and remit taxes as described in this section, Developer and N-Dream will recognise a supply from Developer to N-Dream for tax purposes, and developer will comply with the relevant tax obligations arising from this additional supply.

3.5 You may also choose to distribute Products for free. If the Product is free, you will not be charged a Transaction Fee. You may not start charging a user for a Product that was initially free unless the charge correlates with an alternative version of the Product. The Payment Processor must process all fees a Developer receives for any version of a Product distributed via the Store.

3.6 You Support Your Product. Buyers are instructed to contact the Developer concerning any defects or performance issues in applications from AirConsole. You will be solely responsible for, and N-Dream will have no responsibility to undertake or handle support and maintenance of your Products and any complaints about your Products. You must supply and maintain valid and accurate contact information that will be displayed in each application detail page on the Store and made available to users for customer support and legal purposes. For paid Products or in-app transactions, you must respond to customer support inquiries within three (3) business days, and within 24 hours to any support or Product concerns stated to be urgent by N-Dream. Failure to provide adequate information or support for your Products may result in low Product ratings, less prominent product exposure, low sales, billing disputes, or removal from the Store.

3.7 Authority to Refund. You authorize N-Dream to give the buyer a full refund of the price of a Product or in-app transaction on your behalf if the buyer requests the refund at any time within 48 hours after purchase.

In all other respects, the Payment Processor's standard terms and conditions regarding refunds will apply. User refunds may be exclusive of taxes previously charged to users for Product purchases. Except in cases when multiple disputes are initiated by a user, billing disputes for Products sold for less than \$10, and any handling fees charged by the Payment Processor, may be automatically charged back to the Developer except in cases when N-Dream determines in its sole discretion that the user initiating the dispute has an abnormal dispute history. Chargeback requests for Products \$10 or more will be handled in accordance with the Payment Processor's standard policy.

3.8 Reusage. Users are allowed unlimited reuse of each Product distributed via the Store, provided however that if you remove a Product(s) from the Store pursuant to clauses (i), (ii), (iii) or (iv) of Section 7.1, such Product(s) shall be removed from all portions of the Store and users shall no longer have a right or ability to reuse the affected Products.

- For AirConsole Hero

3.9 Developer's Share in AirConsole Hero Passes and AirConsole Hero Subscriptions: The net revenue share from AirConsole Hero Passes and AirConsole Hero Subscriptions for the benefit of the Developer shall be set forth on developers.airconsole.com by N-Dream and may be revised by N-Dream from time to time. Such net revenues share from AirConsole Hero Passes and AirConsole Hero Subscriptions will be periodically remitted to you depending on the volume of the share. For AirConsole Hero Subscriptions the Developer's share may apply to the first subscription cycle only and may not apply to every subscription cycle.

4. Use of the Store by You

4.1 Except for the license rights granted by you in Section 5 below, N-Dream agrees that it obtains no right, title or interest from you (or your licensors) under this Agreement in or to any of Products, including any intellectual property rights which subsist in those Products.

4.2 You agree to use the Store only for purposes that are permitted by (a) this Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

4.3 You agree that if you use the Store to distribute Products, you will protect the privacy and legal rights of users. If the users provide you with, or your Product accesses or uses, user names, passwords, or other login information or personal information, you must make the users aware that the information will be available to your Product, and you must provide legally adequate privacy notice and protection for those users. Further, your Product may only use that information for the limited purposes for which the user has given you permission to do so. If your Product stores personal or sensitive information provided by users, it must do so securely and only for as long as it is needed. But if the user has opted into a separate agreement with you that allows you or your Product to store or use personal or sensitive information directly related to your Product (not including other products or applications) then the terms of that separate agreement will govern your use of such information.

4.4 **Prohibited Actions.** You agree that you will not engage in any activity with the Store, including the development or distribution of Products, that interferes with, disrupts, damages, or accesses in an unauthorized manner the devices, servers, networks, or other properties or services of any third party including, but not limited to N-Dream or any network operator. You may not use customer information obtained from the Store to sell or distribute Products outside of the Store.

4.5 You agree that you are solely responsible for (and that N-Dream has no responsibility to you or to any third party for) any Products you distribute through the Store including use of any AirConsole APIs and for the consequences of your actions (including any loss or damage which N-Dream may suffer) by doing so. These consequences include, but are not limited to, product liability, consumer protection, and/or intellectual property claims relating to your products.

4.6 You agree that you are solely responsible for (and that N-Dream has no responsibility to you or to any third party for) any breach of your obligations under this Agreement, any applicable third party contract or terms of service, or any applicable law or regulation, and for the consequences (including any loss or damage which N-Dream or any third party may suffer) of any such breach.

4.7 **Product Ratings.** The Store will allow users to rate and review Products. Only users who have used the applicable Product will be able to rate and review it on the Store. Product ratings and duration of use may be used to determine the placement of Products on the Store, subject to N-Dream's ability to change placement at N-Dream's sole discretion. The Store may also assign you a composite score for any Product that has not received user ratings. A Developer Composite Score will be a representation of the quality of your Product based on your history and will be determined at N-Dream's sole discretion. For new Developers without Product history, N-Dream may use or publish performance measurements such as play time and/or refund rates to identify or remove Products that are not meeting acceptable standards, as determined by N-Dream. N-Dream reserves the right to display Products to users in a manner that will be determined at N-Dream's sole discretion.

Your Products may be subject to user ratings to which you may not agree. You may contact N-Dream if you have any questions or concerns regarding such ratings.

4.8 **Marketing Your Product.** You will be responsible for uploading your Products to the Store, providing required Product information and support to users, and accurately disclosing the security permissions necessary for the Product to function on user Devices. Products that are not uploaded in accordance with this clause will not be published in the Store.

4.9 **Restricted Content.** Any Product you distribute on the Store must adhere to the Developer Program Policies.

5. License Grants

5.1 You grant to N-Dream a nonexclusive, worldwide, and royalty-free license to: reproduce, perform, display, analyze, and use the Products in connection with (i) the operation and marketing of the Store; (ii) the marketing of devices and services that support the use of the Products, (iii) making improvements to the Store, Developer Console, and (iv) checking for compliance with this Agreement and the Developer Program Policies.

5.2 You grant to N-Dream a non-exclusive, and royalty-free license to distribute the Products in the manner indicated in the Developer Console.

5.3 N-Dream may use consultants and other contractors in connection with the performance of obligations and exercise of rights under this agreement, provided that such consultants and contractors will be subject to the same obligations as N-Dream. After termination of this Agreement, N-Dream will not distribute your Product, but may retain and use copies of the Product for support of the Store.

5.4 You grant to the user a non-exclusive, worldwide, and perpetual license to perform, display, and use the Product on the Device. The user may include, but is not limited to, a family group, with a family manager and family members whose accounts are joined together for the purpose of creating a family group. Family groups on AirConsole will be subject to reasonable limits designed to prevent abuse of family sharing features. Users in a family group may purchase a single copy of the Product (except in-app and subscription Products, which cannot be shared) and share it with other family members in their family group. If, in your Developer Console, you opt in to allowing users to share previously purchased Products, your authorization of sharing of those purchases by those users is subject to this Agreement. If you choose, you may include a separate end user license agreement (EULA) in your Product that will govern the user's rights to the Product, but, to the extent that EULA conflicts with this Agreement, this Agreement shall supersede the EULA.

5.5 You represent and warrant that you have all intellectual property rights, including all necessary patent, trademark, trade secret, copyright or other proprietary rights, in and to the Product. If You use third-party materials, You represent and warrant that you have the right to distribute the third-party material in the Product. You agree that you will not submit material to Store that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including patent, privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit the material.

6. Brand Features and Publicity

6.1 Each party shall own all right, title and interest, including without limitation all intellectual property rights, relating to its Brand Features. Except to the limited extent expressly provided in this Agreement, neither party grants, nor shall the other party acquire, any right, title or interest (including, without limitation, any implied license) in or to any Brand Features of the other party. Subject to the terms and conditions of this Agreement, Developer grants to N-Dream and its affiliates a limited, non-exclusive, royalty-free license during the term of this Agreement to display Developer Brand Features, submitted by Developer to N-Dream, for use solely online or on mobile devices and in either case solely in connection with the distribution and sale of Developer's Product through the Store, or to otherwise fulfill its obligations under this Agreement. If Developer discontinues the distribution of specific Products on the Store, N-Dream will cease use of the discontinued Products' Brand Features pursuant to this Section 6.1, except as necessary to allow N-Dream to effectuate Section 3.8. Nothing in this Agreement gives Developer a right to use any of N-Dream's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

6.2 **Publicity.** In addition to the license granted in 6.1 above, for purposes of marketing the presence, distribution and sale of the Developer's Product in the Store and its availability for use on devices and through other N-Dream services, N-Dream and its affiliates may include Developer Brand Features, submitted by Developer to N-Dream: (i) within the Store and in any N-Dream-owned online or mobile properties; (ii) in online, mobile, television, out of home (e.g. billboard), and print advertising formats outside the Store when mentioned along with other Store Products; (iii) when making announcements of the availability of the Product; (iv) in presentations; and (v) in customer lists which appear either online or on mobile devices (which includes, without limitation, customer lists posted on N-Dream websites). If Developer discontinues the distribution of specific Products on the Store, N-Dream will cease further use of the discontinued Products' Brand Features for such marketing purposes.

7. Product Takedowns.

7.1 Your Takedowns. You may remove your Products from future distribution via the Store at any time, but you must comply with this Agreement and the Payment Processor's Payment Account terms of service for any Products distributed through the Store, including but not limited to refund requirements. Removing your Products from future distribution via the Store does not (a) affect the license rights of users who have previously acquired your Products, (b) remove your Products from Devices or from any part of the Store where previously acquired applications are stored on behalf of users, or (c) change your obligation to deliver or support Products or services that have been previously acquired by users. Notwithstanding the foregoing, in no event will N-Dream maintain on any portion of the Store (including, without limitation, the part of the Store where previously acquired applications are stored on behalf of users) any Product that you have removed from the Store and provided written notice to N-Dream that such removal was due to (i) an allegation of infringement, or actual infringement, of any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person, (ii) an allegation of defamation or actual defamation, (iii) an allegation of violation, or actual violation, of any third party's right of publicity or privacy, or (iv) an allegation or determination that such Product does not comply with applicable law.

If you remove a Product from the Store pursuant to clauses (i), (ii), (iii) or (iv) of this Section 7.1, and an end user purchased such Product within a year before the date of takedown, at N-Dream's request, you must refund to the affected end user all amounts paid by such end user for such affected Product, less the portion of the Transaction Fee specifically allocated to the credit card/payment processing for the associated transaction.

7.2 N-Dream Takedowns. While N-Dream does not undertake an obligation to monitor the Products or their content, if N-Dream is notified by you or otherwise becomes aware and determines in its sole discretion that a Product or any portion thereof or your Brand Features; (a) violates the intellectual property rights or any other rights of any third party; (b) violates any applicable law or is subject to an injunction; (c) is pornographic, obscene or otherwise violates N-Dream's hosting policies or other terms of service as may be updated by N-Dream from time to time in its sole discretion; (d) is being distributed by you improperly; (e) may create liability for N-Dream or Authorized Carriers; (f) is deemed by N-Dream to have a virus or is deemed to be malware, spyware or have an adverse impact on N-Dream's or an Authorized Carrier's network; (g) violates the terms of this Agreement or the Developer Content Policies for Developers; or (h) the display of the Product is impacting the integrity of N-Dream servers (i.e., users are unable to access such content or otherwise experience difficulty), N-Dream may remove the Product from the Store or reclassify the Product at its sole discretion. N-Dream reserves the right to suspend and/or bar any Developer from the Store at its sole discretion. If your Product contains elements that could cause serious harm to user devices or data, N-Dream may at its discretion disable the Product or remove it from devices on which it has been executed. N-Dream may suspend or terminate distribution of your Products if you materially breach the terms of any non-disclosure agreement or other agreement relating to the Store or the AirConsole platform.

N-Dream may enter into distribution agreements with device manufacturers and Authorized Carriers to make the Store available on Devices. These distribution agreements may require the involuntary removal of Products in violation of the Device manufacturer's or Authorized Carrier's terms of service.

In the event that your Product is involuntarily removed because it is defective, malicious, infringes intellectual property rights of another person, defames, violates a third party's right of publicity or privacy, or does not comply with applicable law, and an end user purchased such Product within a year before the date of takedown, (i) you must refund to N-Dream, all amounts received, plus any associated fees (i.e. chargebacks and payment transaction fees), and (ii) N-Dream may, at its sole discretion, withhold from your future sales the amount in subsection (i) above.

8. Your Developer Credentials

8.1 You agree that you are responsible for maintaining the confidentiality of any developer credentials that N-Dream may issue to you or which you may choose yourself and that you will be solely responsible for all Products that are developed under your developer credentials. N-Dream may limit the number of Developer Accounts issued to you or to the company or organization you work for.

9. Privacy and Information

9.1 In order to continually innovate and improve the Store, N-Dream may collect certain usage statistics from AirConsole and Devices, including but not limited to, information on how the Store and Devices are being used.

9.2 The data collected is examined in the aggregate to improve the Store for users and Developers.

10. Terminating this Agreement

10.1 This Agreement will continue to apply until terminated by either you or N-Dream as set out below.

10.2 Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party (unless this Agreement terminates under Section 14.1). In the event of a termination, Developer must cease all use of any relevant developer credentials.

10.3 N-Dream may at any time, immediately terminate this Agreement with you if:

(A) you have breached any provision of this Agreement; or

(B) N-Dream is required to do so by law; or

(C) you cease being an authorized Developer; or

(D) N-Dream decides to no longer provide the Store.

11. DISCLAIMER OF WARRANTIES

11.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE DEVELOPER CONSOLE AND THE STORE IS AT YOUR SOLE RISK AND THAT THE STORE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND.

11.2 YOUR USE OF THE DEVELOPER CONSOLE AND THE STORE AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE DEVELOPER CONSOLE AND THE STORE IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

11.3 N-DREAM FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12. LIMITATION OF LIABILITY

12.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT N-DREAM, ITS SUBSIDIARIES (IF ANY) AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT N-DREAM OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

13. Indemnification

13.1 To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless N-Dream, its affiliates and their respective directors, officers, employees and agents, and Authorized Carriers from and against any and all third party claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) your use of the Developer Console and the Store in violation of this Agreement, and (b) your Product that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy.

13.2 To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless the applicable Payment Processors (which may include N-Dream and/or third parties) and the Payment Processors' affiliates, directors, officers, employees and agents from and against any and all third party claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable

attorneys fees) arising out of or accruing from taxes related to Your distribution of Products distributed via the Store.

15. Confidentiality

15.1 The Parties hereto recognize that the Confidential Information disclosed to Developer upon execution of this Agreement constitutes a valuable asset of and is proprietary to N-Dream.

15.2 Developer hereby agrees to maintain as confidential and agrees not to use or disclose any part or the whole of such Confidential Information directly or indirectly disclosed by N-Dream or information which the Developer has gained from such disclosure until or unless such information becomes public knowledge through no fault of the Developer, is required to be disclosed by a court of competent jurisdiction or by any other statutory, fiscal or other authority or until or unless otherwise specifically agreed with N-Dream in writing for the Project.

16. Changes to the Agreement

16.1 N-Dream may make changes to this Agreement at any time by sending the Developer notice by email describing the modifications made. N-Dream will also post a notification on the AirConsole Developer website and/or on the Developer Console describing the modifications made. You should look at the Agreement, and check for notice of any changes, regularly. Changes will not be retroactive. They will become effective, and will be deemed accepted by Developer, (a) immediately for those who become Developers after the notification is posted, or (b) for pre-existing Developers, on the date specified in the notice, which will be no sooner than 30 days after the changes are posted (except changes required by law which will be effective immediately). If you do not agree with the modifications to the Agreement, you must terminate your use of the Store, which will be your sole and exclusive remedy. You agree that your continued use of the Store constitutes your agreement to the modified terms of this Agreement.

17. General Legal Terms

17.1 This Agreement constitutes the whole legal agreement between you and N-Dream and governs your use of the Store, and completely replaces any prior agreements between you and N-Dream in relation to the Store.

17.2 You agree that if N-Dream does not exercise or enforce any legal right or remedy which is contained in this Agreement (or which N-Dream has the benefit of under any applicable law), this will not be taken to be a formal waiver of N-Dream's rights and that those rights or remedies will still be available to N-Dream.

17.3 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this Agreement is invalid, then that provision will be removed from this Agreement without affecting the rest of this Agreement. The remaining provisions of this Agreement will continue to be valid and enforceable.

17.4 You acknowledge and agree that each member of the group of companies of which N-Dream is the parent shall be third party beneficiaries to this Agreement and that such other companies shall be entitled to directly enforce, and rely upon, any provision of this Agreement that confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to this Agreement.

17.5 EXPORT RESTRICTIONS. PRODUCTS ON THE STORE MAY BE SUBJECT TO SWISS EXPORT LAWS AND REGULATIONS. YOU MUST COMPLY WITH ALL DOMESTIC AND INTERNATIONAL EXPORT LAWS AND REGULATIONS THAT APPLY TO YOUR DISTRIBUTION OR USE OF PRODUCTS. THESE LAWS INCLUDE RESTRICTIONS ON DESTINATIONS, USERS AND END USE.

17.6 The rights granted in this Agreement may not be assigned or transferred by either you or N-Dream without the prior written approval of the other party. Neither you nor N-Dream shall be permitted to delegate their responsibilities or obligations under this Agreement without the prior written approval of the other party. Any other attempt to assign is void. If you experience a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) you will give written notice to N-Dream within 30 days after the change of control; and (b) N-Dream may immediately terminate this Agreement any time between the change of control and 30 days after it receives that written notice.

17.7 All claims arising out of or relating to this Agreement or your relationship with N-Dream under this Agreement, shall be governed by Swiss law. You and N-Dream further agree to submit to the exclusive jurisdiction of the courts of Zurich to resolve any legal matter arising from or relating to this Agreement or your relationship with N-Dream under this Agreement, except that you agree that N-Dream shall be allowed to apply for injunctive relief in any jurisdiction.

17.8 The obligations in Sections 5, 6.1 (solely as necessary to permit N-Dream to effectuate Section 3.8), 7, 11, 12, 13, and 15 will survive any expiration or termination of this Agreement.